

## **FACILITY USAGE AGREEMENT – MODIFICATION #2**

The Facility Use Agreement executed by and between Macon-Bibb County, a political subdivision of the State of Georgia, (“Owner”) and Donald J. Trump for President, Inc. (“User”) (collectively, “Parties,” or individually, “Party”) on October 29, 2018, (“October 29<sup>th</sup> Agreement”) is hereby modified as follows:

### **1. AUTHORIZED USE**

In addition to the Premises described in the October 29<sup>th</sup> Agreement, User shall be entitled to use the south hangar of the former Bombardier building and the use of that 1,000,000 square feet of greenspace located adjacent to the former Boeing facility for parking for the same time periods, and under the same conditions as described in the October 29<sup>th</sup> Agreement for the use of the north hangar of the former Bombardier building. All terms and conditions provided in the October 29<sup>th</sup> Agreement shall apply with equal force as to the use of the south hangar of the former Bombardier building, as stated in this Modification # 1 to the October 29<sup>th</sup> Agreement. The entire property known as the former Bombardier building shall be collectively described herein as the “Premises.”

### **2. USAGE FEE**

In addition to the fee of \$3,000.00 paid under the October 29, 2018 Agreement for use of the north hangar of the Bombardier Building, User agrees to pay Owner the following additional usage fees:

South hangar of Bombardier building:	\$3,000.00
Parking:	\$6,000.00
Staff:	<u>\$8,000.00</u>
<b>Total</b>	<b>\$17,000.00</b>

These additional fees, together with the fee of three thousand dollars (\$3,000.00) paid under the October 29<sup>th</sup> Agreement, shall include access to the basic utilities of the Premises, costs associated with moving incidentals within the Premises to prepare areas for the Event, and all costs associated with operating the Premises during the Access Period.

Notwithstanding the foregoing, Owner acknowledges that User is the authorized campaign committee of the President of the United States of America, and that the User therefore may be forced to cancel or postpone the Event at any time, upon prompt notice to Owner, due to the President’s obligations in relation to a pending or occurred national emergency or crisis (including natural disasters) beyond the control of User. In such case, User’s cancellation will not be deemed a breach of this Agreement, and no obligation, performance, or payment contemplated under this agreement will be owed by either Party and any payments shall be reimbursed to User. User, however, shall reimburse Owner for any costs incurred by Owner in connection with the Event as of the cancellation date.

### **3. INSURANCE**

User shall provide an updated Certificate of Insurance to specify that the same coverages required

under the October 29<sup>th</sup> Agreement are made available as to the entire Premises, as described in this Modification # 1 to the October 29<sup>th</sup> Agreement.

#### 4. COUNTERPARTS

This Agreement may be executed in separate counterparts, including in counterparts where one Party's original signature is reproduced by digital, electronic, facsimile, or other means. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though not one counterpart contains all of the original signatures of all the Parties to this Agreement. Any reproduction of an original signature on this Agreement, including by facsimile, digital, photocopy, or other means, shall have the same force and effect as an original signature.

\* \* \*

Authorized representatives of the Parties have caused this Agreement to be executed by signing below.

**For Owner:**

By: Judd Drake with express permission of R.A.B.R.  
Printed Name: Judd Drake of R.A.B.R.  
Title: County Attorney  
Date: November 3, 2018

**For Donald J. Trump for President, Inc.:**

DocuSigned by:  
By: Bradley J. Crate  
03442469A862463...  
Printed Name: Bradley Crate  
Title: Treasurer  
Date: November 3, 2018 | 3:27 PM EDT